

September 30, 2008

Ms. Elizabeth A. Rolando, Chief Clerk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

RE: Section 16-118 Tariff Filing
Illinois Power Company d/b/a AmerenIP
III. C. C. No. 35

Dear Ms. Rolando:

On behalf of the Illinois Power Company d/b/a AmerenIP ("Company") attached hereto for filing are an original and one copy of the following tariff sheets:

Electric Service Schedule III. C. C. No. 35

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| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.001 (Canceling 2 nd Revised Sheet No. 5.001) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.005 (Canceling 1 st Revised Sheet No. 5.005) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.006 (Canceling 2 nd Revised Sheet No. 5.006) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.007 (Canceling 2 nd Revised Sheet No. 5.007) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.008 (Canceling 1 st Revised Sheet No. 5.008) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.009 (Canceling 1 st Revised Sheet No. 5.009) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.010 (Canceling 1 st Revised Sheet No. 5.010) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.012 (Canceling 1 st Revised Sheet No. 5.012) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.013 (Canceling 1 st Revised Sheet No. 5.013) |

Ms. Elizabeth Rolando
September 30, 2008
IP Page 2

| | |
|-------------------------------|--|
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.014 (Canceling 1 st Revised Sheet No. 5.014) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.015 (Canceling 2 nd Revised Sheet No. 5.015) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.016 (Canceling 2 nd Revised Sheet No. 5.016) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.017 (Canceling 2 nd Revised Sheet No. 5.017) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.018 (Canceling 2 nd Revised Sheet No. 5.018) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.019 (Canceling 2 nd Revised Sheet No. 5.019) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.020 (Canceling 2 nd Revised Sheet No. 5.020) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.021 (Canceling 2 nd Revised Sheet No. 5.021) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.022 (Canceling 2 nd Revised Sheet No. 5.022) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.023 (Canceling 2 nd Revised Sheet No. 5.023) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.024 (Canceling 2 nd Revised Sheet No. 5.024) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.025 (Canceling 2 nd Revised Sheet No. 5.025) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.026 (Canceling 2 nd Revised Sheet No. 5.026) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.027 (Canceling 2 nd Revised Sheet No. 5.027) |

Ms. Elizabeth Rolando
September 30, 2008
IP Page 3

| | |
|-------------------------------|--|
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.028 (Canceling 2 nd Revised Sheet No. 5.028) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.029 (Canceling 2 nd Revised Sheet No. 5.029) |
| Supplier Terms and Conditions | 3 rd Revised Sheet No. 5.030 (Canceling 2 nd Revised Sheet No. 5.030) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.031 (Canceling 1 st Revised Sheet No. 5.031) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.032 (Canceling 1 st Revised Sheet No. 5.032) |
| Supplier Terms and Conditions | 2 nd Revised Sheet No. 5.033 (Canceling 1 st Revised Sheet No. 5.033) |
| Supplier Terms and Conditions | Original Sheet Nos. 5.034-5.055 |
| Supplemental Customer Charges | 2 nd Revised Sheet No. 34 (Canceling 1 st Revised Sheet No. 34) |
| Supplemental Customer Charges | 2 nd Revised Sheet No. 34.001 (Canceling 1 st Revised Sheet No. 34.001) |
| Supplemental Customer Charges | Original Sheet Nos. 34.002-34.011 |

Pursuant to Section 16-118 of the Public Utilities Act 220 ILCS 5/16-118 ("Section 16-118"), the Company is filing the tariffs indicated above in order to implement a combined Utility Consolidated Billing ("UCB") and Purchase of Receivables ("POR") service for the benefit of retail customers and alternative retail electric suppliers ("RES") operating in the Company's service territory.

Pursuant to the UCB/POR services offered under the submitted tariffs, RES will be able to avoid prohibitive costs associated with the establishment of the extensive billing and collection capabilities necessary to serve mass market customers, and instead leverage the existing billing and collection capabilities of the Company. Therefore, the intended purpose in offering the services provided for in the attached tariffs is to mitigate economic barriers inhibiting the development of market choices for residential and small business customers in Illinois.

Ms. Elizabeth Rolando
September 30, 2008
IP Page 4

There are two categories of tariff modifications associated with this filing. The first provides for terms and conditions applicable to participating RES. The second is an additional customer charge component designed to allow for proper cost recovery as permitted by Section 16-118.

There are three main types of changes to the terms and conditions all associated with UCB/POR service for RES operating in the Company's delivery service territory: (1) Technical requirements, (2) program parameters, and (3) the discount rate calculation.

Technical requirements imposed on RES participants are necessary in order to ensure the proper exchange of high volumes of data. Data exchange must be streamlined in order to administer UCB/POR billing services in a mass market context and also to take title to receivables from RES.

Program parameters are put into place to ensure a robust UCB/POR program that promotes market access and protects the Company and its customers from collection risks associated with uncollectible accounts.

The discount rate calculation is formulated pursuant to Section 16-118, whereby the receivables purchased will be acquired at a price that subtracts a percentage value of the receivables expected to become uncollectible. As allowed by Section 16-118, the discount rate includes an additional component value that is designed to allow for the recovery of any (Per SB 1299 language) reasonable start-up costs associated with the purchase of RES receivables and for the recovery of administrative expenses. Additionally, a component of the discount rate provides for partial recovery (25%) of prudently incurred costs associated with the necessary systems changes to the Company's delivery service billing system.

The second category of tariff modification includes the changes necessary to effectuate an additional component included in the customer charge in order to establish a flexible cost recovery mechanism that allows for the recovery of bad debt associated with the purchase of RES receivables. Conversely, the component will also allow for the provision of credits resulting from recoveries on purchased receivables in excess of their discounted value. The customer charge component also includes a provision for the recovery of prudently incurred system costs necessary to modify the Company's billing system and to allow for a targeted contribution of 25% from participating RES through an enhancement to the discount rate.

Ms. Elizabeth Rolando
September 30, 2008
IP Page 5

The 25% contribution was established based on policy considerations. Pursuant to Section 16-118, the Company must serve as a billing intermediary between the customers and RES by offering UCB and POR services. The system changes designed to enable that intermediary function accrue to the benefits both groups by expanding market opportunities for consumers and suppliers in the retail electric market. The Company perceives a strong stakeholder interest in having participating RES pay for enhancements made necessary to the DS customer billing system required by Section 16-118. Additionally, the 25% contribution target was established considering that a more aggressive percentage could lead to an unreasonably high and counter-productive discount rate that would discourage RES participation in the program.

Additionally, the Company has included a periodic reconciliation provision in the tariffs for the customer charge component as well as the discount rate calculation in order to demonstrate and ensure the proper calculation of the rates.

The Company perceives that it is highly likely the attached tariffs will be suspended due to the broad-based interest in this filing. It is also anticipated that modifications may be sought. Therefore, any changes to our electric service Customer Terms and Conditions made necessary through the approval of the attached tariffs will be effectuated in a follow-up filing once the attached tariffs are approved.

These tariff sheets are being filed on September 30, 2008 to become effective on November 14, 2008.

Pursuant to 83 Illinois Administrative Code, Part 255, the Company has posted notice of this filing.

Please return a copy of this transmittal letter with acknowledgement and date of filing noted thereon. If you have any questions, please call Jackie Voiles at 217/535-5269 or me.

Sincerely,



Craig D. Nelson, Vice President
Regulatory Affairs & Financial Services

CDN/cic

Attachments

cc: John Hendrickson w/attachments
Torsten Clausen w/attachments
Jackie Voiles w/attachments

bc: John Negro w/attachments

SUPPLIER TERMS AND CONDITIONS

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Index (continued)

**Beginning
Sheet No.**

| | |
|---|--------------|
| C. Utility Consolidated Billing/Purchase of Receivables Billing Program | |
| D. Remittance of IFC Charges | |
| E. Form of Bill | |
| F. Payment Due Date | |
| G. Form of Payment | |
| H. Metering Services Providers | |
| 8. Electronic Data Interchange..... | 5.035 |
| 9. Load Profiling..... | 5.035 |
| 10. Technical and Operational Requirements | 5.035 |
| 11. Switching..... | 5.036 |
| A. Letter of Agency | |
| B. RES and MSP Enrollment Procedures | |
| C. RES and MSP Drop Procedures | |
| D. Termination of Service to a RES or MSP | |
| 12. Dispute Resolution..... | 5.047 |
| 13. Miscellaneous General Provisions | 5.047 |
| A. Headings | |
| B. Confidential Data - Non-disclosure | |
| C. Commission Jurisdiction | |
| D. Liability | |
| E. Supplier Indemnification of Company | |
| F. Release of Customer Information to RES | |
| Appendix A – Rider IFC Requirements For SBO Remittance..... | 5.053 |

SUPPLIER TERMS AND CONDITIONS

4. APPLICATION FOR AND COMMENCEMENT OF SERVICES

A. Certification by Illinois Commerce Commission

Prior to receiving services under this Schedule, a RES, ARES, CSM or MSP (hereafter in this section referred to collectively as Supplier) must be certified by the Illinois Commerce Commission. The Supplier must submit proof of certification when it registers with the Company to receive services under this Schedule.

B. Registration With Company

- * Before submitting any enrollment DASR to Company or receiving any services under this Schedule, a Supplier must register with the Company as provided for in this section. Company will consider a Supplier registered when all of the steps listed below are successfully completed and maintained.
 - (1) The Supplier shall enter into a Tariff Service Agreement with the Company in which the Company and the Supplier agree to conduct their affairs in accordance with this Schedule.
 - (2) The Supplier must provide information requested by Company for evaluating the RES's creditworthiness to qualify for certain services. RESs choosing to offer the Single Billing Option to its Customers may be required to provide credit security based on the estimated amounts of Company's Delivery Service charges the RES will be billing to Company's Customers. Company may change the amount of credit security required from the RES from time to time based on changes in the estimated amount of Delivery Services payable to Company. Nothing herein is required to relieve a RES of any obligation to provide credit security or assurances as may be required under the Transmission Provider's FERC-approved tariffs related to Transmission Service.
 - (3) The RES must designate a Transmission Service Agent (TSA) to acquire Transmission Services. The RES may designate itself as the TSA. A RES may not change its TSA more frequently than monthly.

SUPPLIER TERMS AND CONDITIONS

- (4) The Supplier must enter into an EDI Trading Partner Agreement as provided by Company to transact business with Company using Electronic Data Interchange (EDI). The Supplier must demonstrate its ability to successfully exchange specific test data with Company before Company will accept EDI transactions.
- (5) If the RES chooses to provide its Customers with Single Billing, a Single Billing Option Agreement must be established. The Single Billing Option Agreement will establish the responsibilities and obligations of the RES and Company.
- * (6) If the RES chooses to have the Company provide billing services for its Customers, a Utility Consolidated Billing (UCB) / Purchase of Receivables (POR) Billing Service Agreement (BSA) must be established. The UCB/POR BSA will establish the responsibilities and obligations of the RES and Company.
- (7) The Supplier and the Company will exchange information on business contacts and on electronic fund transfer.
- (8) The RES designated TSA must reserve transmission capacity to serve the load of its Customers.
- (9) The RES shall enter into a Meter Data Management Services (MDMS) Agreement with the Company.
- (10) The RES shall acquire a Commercial Pricing Node (CPNode) through MISO for the Ameren Illinois (AMIL) control area.
- (11) The RES shall provide Company with a digital certificate granting Company access to the MISO portal. As the Supplier's Meter Data Management Agent (MDMA), the digital certificate will allow Company to transmit the Supplier's Customers' meter data to MISO.

Company will notify the Supplier within 30 days after receipt of the Supplier's completed registration form whether all applicable agreements have been executed and requirements have been satisfied.

SUPPLIER TERMS AND CONDITIONS

C. Termination of Certification by Illinois Commerce Commission

The Supplier shall immediately notify the Company if the ICC suspends or revokes the Supplier's certification for any reason. Upon the effective date of the suspension or revocation of the Supplier's certification, the Company will cease to provide the service under this Schedule and shall so notify its Customers pursuant to this Schedule.

D. Suspension of Supplier by the Company

The Company may suspend the Supplier's right to provide service under this Schedule for any action or inaction that could, in the sole judgment of the Company, affect safety. If the action or inaction is related to an immediate safety concern, the Company may immediately suspend the Supplier on a non-discriminatory basis and notify the Supplier of the suspension after the fact.

- * The Company may also suspend the Supplier's right to provide service under this Schedule in the event that MISO suspends Transmission Service to the Supplier for any action or inaction that could, in the judgment of MISO, affect system reliability. The Company may also suspend on a non-discriminatory basis the Supplier's right to provide service under this Schedule, for any action or inaction that could, in the reasonable judgment of the Company, acting pursuant to guidelines for an Authorized Transmission Operator, Balancing Authority, and Reliability Coordinator, affect system reliability where its authority to do so supersedes the authority of MISO.
- * Unless the suspension is related to an immediate safety or reliability concern, the Company will notify the Supplier and the ICC in writing, by mail or fax, of the Company's intention to suspend the Supplier and the date of the suspension which shall be no less than ten business days after the date of the notice. On the date of suspension, the Company shall no longer allow the Supplier to provide service under this Schedule unless the Supplier corrects, to the Company's satisfaction, the action or inaction that affects safety or system reliability, unless the Company's authority is superseded by MISO; or the ICC directs the Company to continue to allow the Supplier to provide service under this Schedule.

SUPPLIER TERMS AND CONDITIONS

E. Breach of the Tariff Service Agreement

The Company may suspend the Supplier's right to receive service under this Schedule for any breach of its agreement with the Company, including a breach of any obligation, representation or warranty contained in this Schedule. The Company will notify the Supplier in writing, by mail or fax of the Company's intention to suspend the Supplier and the date of the suspension, which shall be no less than ten business days after the date of the notice. The Company shall cease to provide service to the Supplier under this Schedule on the date of suspension unless the Supplier corrects the breach to the Company's satisfaction or the ICC directs the Company to continue to provide service under this Schedule.

F. Customer Self-Manager

A Customer with an annual peak demand of 1MW or more may act as a Customer Self-Manager (CSM). A CSM, either in itself or by an agent, shall enter into all Agreements and provide such information as reasonably required by the Company for the provision of electric service to the CSM and the implementation of the relevant terms of these Supplier Terms and Conditions, including at a minimum, a Tariff Service Agreement and a Credit Application. Each CSM shall, in addition, comply with the following requirements:

- (1) CSM shall comply with all applicable Federal, state, regional and industry rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system (including the applicable rules and operating guidelines and procedures of the regional or national electric reliability council(s) or organization(s) and their successor and OASIS reservation process).
- (2) CSM shall be deemed to possess sufficient technical capabilities if it maintains a technical staff on duty or on call 24 hours each day to operate and maintain CSM's facilities as needed. "Technical staff" for purposes of this section means a staff of trained technical experts in electric power and energy supply, including, but not limited to, Persons who have completed an accredited or otherwise recognized apprenticeship program or a formal education program, or Persons who possess no less than four years of experience working in a similar position with a utility, ARES or related business, or Persons registered as professional engineers as required by Public Act 89-0594, The Professional Engineering Practice Act of 1989.

SUPPLIER TERMS AND CONDITIONS

- (3) CSM provides, or has arranged to provide, as needed, a scheduling facility with 24-hour staffed operation for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation.
- (4) CSM shall provide to Company, upon request, and maintain a telephone number, fax number, and address where its staff can be directly reached at all times. Maintenance of an answering service, or machine, pager, or similar message-taking procedure does not satisfy this requirement.
- (5) CSM shall provide to the Company occupational background information on the Persons or agents who are being used to meet the above requirements.
- (6) CSM may meet the above requirements by entering into one or more contracts with others to provide the required services, provided that each agent and contractor on whom the CSM relies to meet these requirements is disclosed to the Company.
- (7) The CSM must designate a Transmission Service Agent (TSA) to acquire Transmission Service. The CSM may designate itself as the TSA. A CSM may not change its TSA more frequently than monthly. The CSM designated TSA must reserve transmission capacity to serve the load of its Customers.

5. RATES AND CHARGES

A. Transmission Charges

A RES will be responsible for all applicable Transmission Service related charges for its power and energy Customers, pursuant to the Transmission Provider's FERC-approved tariffs related to Transmission Service.

B. Loss Multiplier

The metered KW/kWh usage of Customer shall be increased for losses occurring between the Transmission Provider's Transmission System and the Customer's delivery point by multiplying the Customer's load by the appropriate distribution loss multiplier listed below, and shall be increased for transmission system losses as determined in accordance with the Transmission Provider's FERC-Approved tariffs related to Transmission Service.

SUPPLIER TERMS AND CONDITIONS

For service delivered at:

Secondary voltage: $(1.06102 + 2.1951 * 10^{-10} * SL^2)$

Primary voltage: $(1.02370 + 2.4522 * 10^{-10} * SL^2)$

High voltage: $(1.00816 + 1.0086 * 10^{-10} * SL^2)$

The term "SL" means System Load, the hourly Ameren-Illinois Control Area Load (in MW).

*** C. Single Billing Option Guarantor Credit**

A RES electing to be a guarantor under the Single Billing Option (SBO) shall receive a credit from the Company for each bill rendered by the RES in the amount shown in the Miscellaneous Fees and Charges tariff.

6. METERING

A. Meters

Unless otherwise designated by the Customer in accordance with this Schedule, the Company or an entity under contract with the Company will own, furnish, install, calibrate, test, and maintain all Company meters and all Company associated equipment used for retail billing and settlement purposes in its Service Area. Regulations for electric metering standards (including testing, accuracy and applicable charges) are found in 83 Ill. Admin. Code Part 410 - Subpart B: Electric Metering Standards. In the event that the Customer arranges for an MSP to provide its metering and Metering Services, the MSP shall provide all services as described in this Schedule in accordance with the Company's specifications and shall provide required metering data to the Company, including the meter readings for use in retail billing and settlement purposes.

SUPPLIER TERMS AND CONDITIONS

7. BILLING, PAYMENT AND REMITTANCE

A. Billing Options

The RES shall have the following three billing options:

- * (1) Dual Billing Option – under the Dual Billing Option the RES and the Company each provides separate bills to Retail Customers for their respective charges.
- * (2) Single Billing Option – under the Single Billing Option the RES includes the Company's bill issued pursuant to this Schedule as part of the RES bill. A RES shall not provide Single Billing of the Company's services for any Customer which has a past due unpaid balance for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.
- * (3) Utility Consolidated Billing / Purchase of Receivables (UCB/POR) Program – under the UCB/POR Program the Company purchases RES receivables at a discount and provides billing services for the RES, issuing one consolidated bill to each RES served Retail Customer account that includes the charges for power and energy services from the RES and the charges for Delivery Services from the Company. A RES shall not choose the UCB/POR Program for any pre-existing RES Customer which has a past due payment amount greater than sixty days for services provided by the Company to such Customer, unless such Customer has a legitimate billing dispute regarding such past due unpaid balance.

B. Single Billing Option

The RES shall indicate whether it intends to provide Single Billing during the registration process. A RES may only choose to provide Single Billing if it is serving 100% of a Customer's load. If it chooses to provide Single Billing, a Single Billing Option Agreement between the Company and the RES will be developed and executed before Single Billing may commence. A RES electing to offer the SBO must comply with the credit security requirements for Single Billing contained in the 83 Ill. Admin. Code Part 451.510. The RES electing to offer the SBO must elect to become either an SBO Guarantor or SBO Agent as follows:

SUPPLIER TERMS AND CONDITIONS

(1) SBO Guarantor

An SBO Guarantor is financially responsible for the RES's Customer's bills rendered by Company on the payment due date. The Company shall consider any failure of a RES electing to be an SBO Guarantor to make payment of any bill that is collected or uncollected from a Customer to Company by payment due date to be in breach of the RES Tariff Service Agreement pursuant to these Terms and Conditions and the RES's election to do Single Billing may be terminated immediately. In such instances, the Company shall not initiate actions against the Customers, but shall hold the RES financially responsible for payment of all amounts due plus late payment charges. If payment is not received by payment due date, late charges will be added to any portion of such bill remaining unpaid in the sum equivalent to one and a half percent per month of the unpaid balance. A RES electing to be an SBO Guarantor shall receive a credit from Company in an amount specified in the Miscellaneous Fees and Charges tariff.

(2) SBO Agent

An SBO Agent is a payment agent for the RES's Customers, requiring the RES to forward to Company any payments received from its Customers for Company supplied services. The Customer retains ultimate financial responsibility to Company for the bill. The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for Delivery Services provided under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply with the provisions of this Schedule.

SUPPLIER TERMS AND CONDITIONS

- * Upon receipt of a Customer payment, a RES acting as an SBO Agent must forward the Delivery Services portion of the payment on to the Company via EDI. Any partial payments received by the RES shall first be used to pay the Company for the Customer's Delivery Services to the extent of the partial payment. In the event Company is informed that a Customer has paid the RES and that the RES failed to remit payments received from the Customer in a timely manner, the Company shall notify the RES in writing of such failure. The RES shall either correct all remittance in arrears within two working days upon notification, or the RES shall be deemed in breach of the RES Tariff Service Agreement and the RES's election to do Single Billing shall be terminated immediately.

Once the SBO designation is elected, a RES may designate any of its individual Customers as SBO accounts or may choose not to designate individual accounts as SBO, in which case, Company and the RES will each issue separate bills.

* **C. Utility Consolidated Billing / Purchase of Receivables Billing (UCB/POR) Program**

Purpose

Pursuant to Public Act 95-0700 (Amending 220 ILCS 5/16-118, herein after referred to as "ILCS 5/16-118"), the Company's UCB/POR Program provides a RES with the option to have the Company issue a consolidated monthly bill to each RES served Customer that includes the charges for electric power and energy service from the RES, as well as charges for Delivery Services of the Company. A RES that elects the UCB/POR Program for its Customers shall be required to sell its accounts receivables for such Customers to the Company. Accounts receivables shall be purchased at a discount off of face value and without recourse. The accounts receivables purchased from a RES will be limited to the receivables for undisputed charges for RES' electric power and energy service only for Retail Customers participating in the UCB/POR Program.

SUPPLIER TERMS AND CONDITIONS

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Availability/Eligibility

The UCB/POR Program is only available as a combination program. The Company is not offering UCB stand alone service or POR stand alone service at this time. The RES shall indicate whether it intends to elect to put Customers on the UCB/POR Program during the registration process.

A RES may elect to put its Retail Customer with a maximum non-coincident peak (NCP) demand of less than 400 kW on the UCB/POR Option. Eligible Customers are those customers served on Delivery Service rates DS-1, DS-2, DS-3a (DS-3 Customers with a NCP demand less than 400 kW) and DS-5. Eligible Customers specifically excludes those Customers with combined service points that include DS-3b (DS-3 customers with a NCP demand equal to or greater than 400 kW) or DS-4 in addition to DS-1, DS-2, DS-3a or DS-5.

A RES shall not elect to move an existing RES served Retail Customer from Dual Billing or SBO to the UCB/POR Program for any Customer which has an unpaid balance for Delivery Service provided and billed by the Company greater than 60 days past due. When such past due balance is cleared, such Customer will be placed on the UCB/POR Program. An existing BGS Customer with an unpaid balance that enrolls to RES service is eligible for the UCB/POR Program.

A RES must choose to either include all Eligible Customers within a Customer Subgroup or exclude all Customers within a Customer Subgroup in the UCB/POR Program (with the exception of Customers with accounts greater than 60 days in arrears). RES' existing contracts for alternative billing options will be grandfathered and excused from this provision until those contracts expire or one year from the execution of the UCB/POR BSA, whichever occurs sooner, at which point the RES must comply with the all-in or all-out provision of the participation requirement for all Customers in a Customer Subgroup.

SUPPLIER TERMS AND CONDITIONS

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Definitions

The following definitions are only applicable to section 7 Billing, Payment and Remittance of this tariff. Other definitions relative to this tariff are contained in the Customer Terms and Conditions.

Actual Uncollected Receivables

Actual Uncollected Receivables for the UCB/POR Program shall be equal to the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased.

Ameren Illinois Utilities (AIU)

Ameren Illinois Utilities includes AmerenCILCO, AmerenCIPS, and AmerenIP

Customer Subgroups

Customers eligible for UCB/POR are divided into two Customer Subgroups. Group A includes Customers served on DS-1, DS-2 and DS-5. Group B includes Customers served on DS-3a with NCP demand less than 400 kW. Eligible Customers specifically excludes those Customers with combined service points that include DS-3b (DS-3 Customers with a NCP demand equal to or greater than 400 kW) or DS-4 in addition to DS-1, DS-2, DS-3a or DS-5.

Disputed Charges

Disputed Charges as used herein refer to: a) disputes between the RES and the RES Customer only, and; b) disputes regarding RES charges and not RES Customer's usage. A RES shall not include Disputed Charges in its submission of accounts receivable for payment by the Company. The Company will not remit payment to a RES for Disputed Charges. The Company will notify the RES of any Disputed Charges. The RES will notify the Company when the dispute has been resolved at which point the RES can include resolved charges in the

SUPPLIER TERMS AND CONDITIONS

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accounts receivable. If a RES transfers a receivable or receivables subject to a bona fide dispute to the Company, the Company may demand repayment from the RES for any charges related to the disputed portion of the bill consistent with the terms of the UCB/POR Billing Service Agreement. A bona fide dispute includes, but is not limited to, charges that are subject to an ongoing bill inquiry, pending litigation, arbitration, mediation, or any state or federal regulatory proceedings.

Incremental Costs

Incremental Costs means costs incurred by or for the Company in association with the UCB/POR Program, to be recovered pursuant to this tariff and the Supplemental Customer Charges tariff, and include, but are not limited to: (a) fees, charges, billings or assessments related to the UCB/POR Program; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained or monitored for the UCB/POR Program; and (c) all legal and consultant costs. Incremental Costs also includes incremental expenses for wages, salaries and benefits of Company employees, including direct and indirect Incremental Costs associated with such Company employees who are hired for positions specifically related to the UCB/POR Program and that were created after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act. Incremental Costs do not include any expenses for wages, salaries and benefits of Company employees, employed either before or after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act, which are otherwise recovered pursuant to other approved tariffs.

Ongoing Administrative Costs

Ongoing Administrative Costs means Incremental Costs incurred by or for the Company in association with the UCB/POR Program to be recovered pursuant to the Determination of UCB/POR Discount Rate section of this tariff.

SUPPLIER TERMS AND CONDITIONS

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Power and Energy Service

Power and Energy Service for the UCB/POR Program refers to the RES charges included in the receivables purchased by the Company and shall only include charges for Power and Energy Service. Such charges for Power and Energy Service shall include only those components the RES is obligated to procure to meet its Customers' instantaneous electric power and energy requirements and may also include charges for Transmission Services and related Ancillary Transmission Services. The accounts receivables purchased for the RES shall not include items such as early termination fees or fees for value added service.

Program Year

The Program Year shall be the 12 month period beginning June 1 and ending May 31 of the subsequent year. The initial Program Year may begin after June 1, 2009.

Purchase of Receivables (POR)

A RES shall assign to the Company its rights to all amounts due from its Eligible Customers for the provision of electric Power and Energy Service billed by the Company under the UCB/POR BSA for a specific billing period. Such amounts due, or receivables, shall be sold to the Company at a discount. Payment for such receivables is provided on a rolling basis and described further in sections 7 D and E below.

Start-Up Costs

Start-Up Costs means Incremental Costs incurred by or for the Company in association with the UCB/POR Program to be recovered pursuant to the Determination of UCB/POR Discount Rate section of this tariff and the USC portion of the UCB/POR Program Charge pursuant to the Supplemental Customer Charges tariff. Start-Up Costs for the UCB/POR Program shall be limited to Incremental Costs incurred after the date amending Section 220 ILCS 5/16-118 of the Public Utilities Act through December 31, 2010.

SUPPLIER TERMS AND CONDITIONS

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Utility Consolidated Billing (UCB)

A consolidated monthly bill rendered by the Company to Eligible Customers for both the delivery services provided by the Company and the electric Power and Energy Service provided by the RES.

UCB/POR Discount Rate

The receivables for Power and Energy Service of RES shall be purchased by the Company at a discount rate calculated and filed pursuant to the ICC approved terms and conditions of this tariff. The discount rate will be based on the AIU's historical uncollectible costs and any reasonable Start-Up Costs and administrative costs associated with the AIUs' UCB/POR Program.

UCB/POR Discount Rate Uncollectible Cost Component

The uncollectible component of the discount rate will be established pursuant to the Determination of UCB/POR Discount Rate section of this tariff.

UCB/POR Program Charge

The UCB/POR Program Charge is a charge determined for Eligible Customers in the Supplemental Customer Charges tariff.

UCB/POR Start-Up Cost

UCB/POR Start-Up Cost will be specifically identified and assigned to a UCB related cost component and a POR related cost component. The UCB/POR Start-Up Cost for the two components will be recovered over a five-year period. Final recovery may extend beyond the initial five years as a component of the UCB/POR Program Charge

Determination of UCB/POR Discount Rate (UDR)

UDR is a discount rate applied to RES UCB/POR accounts receivable purchased by the Company.

$$\text{UDR} = \text{UDC} + \text{USD} + \text{PSD} + \text{OAdm}$$

SUPPLIER TERMS AND CONDITIONS

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The UCB/POR Discount Rate shall be comprised of the sum of the following four components and is expressed as a percent, rounded to the nearest hundredths of a percent:

UDC = UCB/POR Uncollectible Discount Component
USD = RES portion of UCB related UCB/POR Start-Up Costs,
PSD = POR related UCB/POR Start-Up Costs, and
OAdm = Ongoing Administrative Cost of the UCB/POR Program.

The initial rate period is June 2009 through May 2012. Subsequent to the initial rate period, the UDR will be determined annually for each Program Year of June through May of the subsequent year. The UCB/POR Discount Rate will be equal for all AIU. The four components that make up UDR are calculated as follows:

UCB/POR Uncollectibles Discount Rate Component (UDC)

$$UDC = RCU/TR$$

Where:

RCU = The total Uncollectibles expense for UCB/POR Program Eligible Customers of the electric AIU as determined for power supply from the most recent rate case data and Commission Order for each of the electric AIU.

TR = Total Revenue associated with power supply of the electric AIU, including the amount of RCU, for UCB/POR Program Eligible Customers as determined from most recent rate case data and Commission Order for each of the electric AIU.

RES portion of UCB related UCB/POR Start-Up Costs (USD)

$$USD = ((USR \times FCR) \times (.25))/EPR$$

SUPPLIER TERMS AND CONDITIONS

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Where:

USR = the UCB related portion of UCB/POR Start-Up Costs assigned to RES include, but are not limited to: (a) initial programming changes to electronic data interchange (EDI) to implement the UCB/POR Program; (b) general billing system and related enhancements; (c) development of a UCB/POR billing model; and (d) development of information technology to implement the UCB/POR Program and Customer Service Representative training. Such Incremental Costs are not already included in base Delivery Service rates.

The initial assignment of the UCB related portion of the UCB/POR Program Start-Up Cost shall be 25% to the RES recovered via the UCB/POR Discount Rate; and 75% to Eligible Customers recovered via the Supplemental Customer Charges tariff per Factor USC of the UCB/POR Program Charge. The final percentages actually recovered from RES and Eligible Customers may differ.

FCR = the five year levelized annual Fixed Charge Rate shall equal 27.15%.

EPR = Estimated UCB/POR Program Receivables shall be projected for the period that corresponds to the period for which the rate will be in effect. The projection will be based upon the BGS power supply planning forecast of RES-served Customers that are eligible for UCB/POR submitted to the Illinois Power Agency. A UCB/POR Program participation rate will be estimated for each eligible DS rate class and a RES supply price estimate derived by applying a 7 percent discount to the Company's then existing BGS prices.

SUPPLIER TERMS AND CONDITIONS

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The initial rate period is June 2009 through May 2012. Therefore, the EPR component for the initial rate period shall be based on the three-year simple average estimated UCB/POR Program Receivables. Subsequent to the initial rate period, the USD will be determined annually for the UCB/POR Program Year of June through May of the subsequent year.

POR portion of UCB/POR Start-Up Cost (PSD)

$$\text{PSD} = (\text{PSR} \times \text{FCR}) / \text{EPR}$$

Where:

PSR= the POR related portion of the UCB/POR Start-Up Costs include, but are not limited to: (a) initial programming changes to electronic data interchange (EDI) to implement the UCB/POR Program; (b) general billing system and other enhancements to facilitate the UCB/POR Program, and (c) development of information technology to develop and implement the UCB/POR Program and customer service representative training. Such Incremental Costs are not already included in base Delivery Service rates.

FCR is defined in the USD calculation above.

EPR is defined in the USD calculation above

The initial rate period shall be June 2009 through May 2012. Therefore, the EPR component for the initial rate period shall be based on the three-year simple average estimated UCB/POR Program Receivables. Subsequent to the initial period, the PSD will be determined annually for the UCB/POR Program Year of June through May of the subsequent year.

SUPPLIER TERMS AND CONDITIONS

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Ongoing Administrative Cost (OAdm)

$$\text{OAdm} = \text{OAC}/\text{EPR}$$

Where:

OAC = Ongoing Administrative Costs include, but are not limited to, ongoing Incremental Cost to operate and administer the UCB/POR Program, specifically: (a) ongoing EDI costs; (b) costs for obtaining Commission approvals and participation in regulatory proceedings associated with the UCB/POR Program; (c) tracking the recovery and reconciliation processes for UCB/POR Program costs, preparing audit reports with respect to the UCB/POR Program; and (d) staffing required to address questions from RES and others regarding the UCB/POR Program. Such Incremental Costs are not already included in base Delivery Service rates.

EPR is defined in the USD calculation above.

The initial rate period shall be June 2009 through May 2012. Therefore, the EPR component for the initial rate period shall be based on the three-year simple average estimated UCB/POR Program Receivables. Subsequent to the initial period, the OAdm will be determined annually for the UCB/POR Program Year of June through May of the subsequent year.

SUPPLIER TERMS AND CONDITIONS

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Informational Filing

The amount of the UCB/POR Discount Rate shall be shown on an informational filing supplemental to this tariff and filed with the ICC. Such filing and subsequent informational filings shall not be filed later than 30 days prior to the effective date of the change in the UCB/POR Program Start-Up Costs and Ongoing Administrative Cost components of the UCB/POR Discount Rate. An informational filing postmarked after that date but prior to the rate becoming effective will be accepted if it corrects an error or errors for a timely filed report. Any other informational filing postmarked after that date will be accepted only if submitted as a special permission request under the provision of Section 9-201 (a) of the Act. Any informational filing shall be accompanied by work papers showing the calculation of the UCB/POR Discount Rate. Each UCB/POR Discount Rate shall become effective as indicated on the informational filing and shall remain in effect during the Program Year subject to potential adjustment of the uncollectible component.

The Company will make best efforts to provide notice to participating RES at least sixty days prior to the effective date of the change in the UCB/POR Program Start-Up Costs and Ongoing Administrative Cost components of the UCB/POR Discount Rate by posting the rate on www.ameren.com. The updated discount rate will take effect for the June billing month.

The uncollectible component of the UCB/POR Discount Rate will be revised pursuant to the Commission approved level of uncollectible expense in future Delivery Service rate case proceedings. Notice will be provided to the RES of the new uncollectible component of the UCB/POR Discount Rate upon filing of the revised discount rate informational filing.

SUPPLIER TERMS AND CONDITIONS

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Reconciliations

The First Reconciliation Period will cover the period June 2009 through December 2011 (First Reconciliation Period). The Second Reconciliation Period will cover calendar years 2012 and 2013 (Second Reconciliation Period). Reconciliation shall occur annually subsequent to the Second Reconciliation Period, unless otherwise noted.

Uncollectibles Cost Reconciliation

Under the terms of ILCS 5/16-118, any variance, either positive or negative, between i) the Actual Uncollected Receivables experienced from the UCB/POR Program and ii) the uncollectibles cost assumed in the UCB/POR Discount Rate Uncollectible Cost Component will be recovered from or credited back to Eligible Customers via Factor UR of the UCB/POR Program Charge.

The actual annual uncollected receivables related to the purchase of RES receivables experienced as a result of the provision of the UCB/POR Program shall be tracked each Calendar Year and compared to the calculated amount for uncollectibles based on the UCB/POR Discount Rate Uncollectible Cost Component.

Any variance, either positive or negative, between the dollar amounts that the Company ultimately collects and the calculated amount for uncollectibles based on the uncollectible component of the UCB/POR Discount Rate, plus interest, during the First Reconciliation Period shall be recovered from or credited to Eligible Customers in Factor UR of the UCB/POR Program Charge to take effect for the June 2012 billing period. The interest shall be at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e) (1).

SUPPLIER TERMS AND CONDITIONS

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Any variance, either positive or negative, between the dollar amounts that the Company ultimately collects and the calculated amount for uncollectibles based on the uncollectible component of the UCB/POR Discount Rate, plus interest, during the Second Reconciliation period shall be recovered or credited to Eligible Customers pursuant to Factor UR of the UCB/POR Program Charge, to take effect for the June 2014 billing period. This method for reconciling the variance between the Actual Uncollected Receivables under the UCB/POR Program and the expected uncollectibles based on the uncollectibles component in the UCB/POR Discount Rate shall continue annually thereafter.

UCB Start-Up Cost Reconciliation

Any variance, either positive or negative, between actual and projected recovery of such UCB Start-Up Costs for the First Reconciliation Period, plus interest costs, will be recovered or credited to Eligible Customers through the ARA component of Factor USC of the UCB/POR Program Charge, to take effect for the June 2012 Billing Period.

At such time, the estimate of Customer load enrolling to RES service and participating in the UCB/POR Program may be revised based on updated forecasts. The result of this analysis would be used to update the UCB Start-Up Cost and Ongoing Administrative Cost components of the UCB/POR Discount Rate on a prospective basis.

During the Second Reconciliation Period, any variance, either positive or negative, between projected and actual UCB Start-Up Costs, plus interest, will be recovered or credited to Eligible Customers through the ARA component of Factor USC of the UCB/POR Program Charge.

SUPPLIER TERMS AND CONDITIONS

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The UCB Start-Up Costs included in the UCB/POR Discount Rate and the UCB/POR Program Charge will be terminated once such costs are fully recovered. The recovery of UCB Start-Up Costs from RES will not extend beyond five years. Ultimately, any unrecovered UCB Start-Up Costs at the end of the five-year period (June 1, 2014) shall be recovered from Eligible Customers via the ARA component of Factor USC included in the UCB/POR Program Charges. There will be a final reconciliation of Factor USC of the UCB/POR Program Charge at December 31, 2014 and a report to the ICC to demonstrate that the UCB Start-Up Costs have been fully recovered.

POR Start-Up Cost Reconciliation

The POR portion of the UCB/POR Program Start-Up Costs (POR Start-Up Cost) will be recovered via the RES discount rate. In the event that actual start-up cost recovery exceeds estimated start-up cost recovery for the POR Start-Up Cost at the time of the First Reconciliation Period, the excess amount will be used to reduce the unrecovered balance of POR Start-Up Costs. In the event that actual start-up cost recovery is less than estimated start-up cost recovery for the POR Start-Up Cost at the time of the First Reconciliation Period, the under-recovery amount will be deferred until December 31, 2014. At the end of Program Year 5, any variance, either positive or negative, between the actual amount of POR Start-Up Costs recovered and the POR Start-Up Costs will be flowed through to Eligible Customers via the ARA component of factor USC included in the UCB/POR Program Charge. Once the POR Start-Up Costs are fully recovered, this cost component will be removed from the UCB/POR Discount Rate calculation.

SUPPLIER TERMS AND CONDITIONS

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Ongoing Administrative Cost Reconciliation

The actual Ongoing Administrative Cost experienced as a result of the provision of the UCB/POR Program shall be tracked and compared to the projected Ongoing Administrative Cost included in the UCB/POR Discount Rate.

Any variance, either positive or negative, between the amounts that the Company collects and the calculated recovery of Ongoing Administrative Cost via the UCB/POR Discount Rate, plus interest, during the First Reconciliation Period shall be recovered from or credited to Eligible Customers in the OAR component of the UCB/POR Program Charge to take effect for the June 2012 billing period.

Any variance, either positive or negative, between the amounts that the Company collects and the calculated recovery of Ongoing Administrative Cost via the UCB/POR Discount Rate, plus interest, during the Second Reconciliation period shall be recovered or credited to Eligible Customers pursuant to the OAR component of the UCB/POR Program Charge to take effect for the June 2014 billing period. This method for reconciling the variance between the actual recovery of Ongoing Administrative Costs and the calculated Ongoing Administrative Costs reflected in the UCB/POR Discount Rate shall continue annually thereafter to be recovered or credited to Eligible Customers pursuant to the OAR component of the UCB/POR Program Charge to take effect in the subsequent June billing period.

Terms and Conditions

Notice Requirements

A RES shall execute a UCB/POR Billing Service Agreement (BSA) 60 days prior to the UCB/POR Program taking effect. An initial UCB/POR BSA becomes effective when the RES has met all prerequisites of service but no sooner than the 60 day notice period. A RES shall provide 60 days notice of intent to cancel the RES signed UCB/POR BSA.

SUPPLIER TERMS AND CONDITIONS

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Billing Service Agreement (BSA) Term

The initial term of the UCB/POR BSA is twelve months. Thereafter, the RES may cancel an effective UCB/POR BSA with 60 days written notice. Subsequent to the initial 12 month period, the UCB/POR BSA continues in effect, with 60 days notice required to cancel. Upon cancellation, a RES will not be eligible to sign a new UCB/POR BSA for 12 months. These BSA contract terms apply to the RES signed BSA and separately to each Group that a RES elects to include on the UCB/POR Program.

Credit and Collections

The Company reserves the right to impose the same terms on Retail Customers participating in the UCB/POR program with respect to credit and collections, including request for deposit, if it does not receive payment for its tariff services or purchased receivables, in the same manner that would be permitted if the Retail Customer purchased electric power and energy supply from the Company.

UCB/POR Discount Rate Modification

The Company reserves the right to modify the UCB/POR Discount Rate during the initial rate period, with leave of the Commission, in the event that circumstances experienced are materially different than expected.

SUPPLIER TERMS AND CONDITIONS

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Annual Audit Report

Annually, subsequent to the completion of a Program Year, the Company must conduct an internal audit of its costs and recoveries of such costs pursuant to the UCB/POR Discount Rate. The internal audit shall determine: 1) if and to what extent costs recovered through the UCB/POR Discount Rate are not recovered through other approved tariffs; 2) whether the UCB/POR Discount Rate is being properly applied to RES accounts receivables; 3) whether UCB/POR Discount Rate revenues are recorded in the appropriate accounts; 4) whether the costs classified as Start-Up Costs are the appropriate costs to be recovered through the UCB/POR Discount Rate, 5) whether there has been any change in the internal processes to collect the receivables associated with the UCB/POR Program that would overstate the balance to be collected through the UCB/POR Discount Rate, and 6) whether the costs classified as Ongoing Administrative Costs are appropriate costs to be collected through the UCB/POR Discount Rate. The above list of determinations does not limit the scope of the audit.

The Company will prepare an annual report summarizing; 1) the operation of the reconciliation mechanisms for the previous year and 2) the results of the internal audit. Such report must be submitted to the ICC Staff in an informational filing, with copies of such report provided to the Manager of the Staff's Accounting Department and the Director of the Staff's Office of Retail Market Development by September 30, beginning in 2010. Such report must be verified by an officer of the Company.

D. Single Billing Option Procedures for Billing, Collection and Remittance of IFC Charges

This section applies to any RES that elects to offer SBO and to any entity, including but not limited to a RES, billing Company's charges to Customer or assuming responsibility for payment of Company's charges to Customer. This section also applies to any entity, including a RES or other entity, that one or more Customers or RESs designate as a TSA for purposes of the Transmission Provider's FERC-approved tariffs related to Transmission Service. Company or the applicable transmission services provider will bill the designated TSA and the TSA must pay Company for Delivery Services provided by Company to one or more Customers under the Transmission Provider's FERC-approved tariffs related to Transmission Service.

SUPPLIER TERMS AND CONDITIONS

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- (1) Company will provide the RES or other entity with a statement of (i) Customer's usage for the billing period and (ii) the charges to be billed to Customer for service under any applicable rate or rider. The statement will also show,
 - (a) The Instrument Funding Charge or IFC charge per kWh applicable to Customer,
 - (b) The total IFC Charges to be billed to Customer for the billing period based on Customer's kWh usage for the billing period, and
 - (c) A credit against the other charges billed to Customer matching the amount of the Customer's IFC Charges.

The amount of the IFC Charges billed to Customer may not exceed the sum of the charges for Distribution Delivery Services and any charges for service under any other applicable rate or rider billed to Customer.

- (2) Company or the applicable transmission services provider will bill each RES, CSM, or other entity designated as a TSA, charges incurred under the Transmission Provider's FERC-approved tariffs related to Transmission Service for providing Delivery Services to one or more Customers. If Company is unable to include in Customer's bill for Distribution Delivery Services or any services under any other applicable rate or rider, the full amount of IFC Charges applicable to the Customer for the billing period, then Company will include the IFC charges not included on Customer's bill in its statement to the Customer's RES or TSA for charges under the Transmission Provider's FERC-approved tariffs related to Transmission Service. In the bill to the RES or TSA, Customer's remaining IFC Charges may not exceed the sum of the Company's charges under the Transmission Provider's FERC-approved tariffs related to Transmission Service allocated to Customer. The statement to the RES or TSA must show a credit against the Transmission Provider's FERC-approved tariffs related to Transmission Service charges allocated to the Customer that matches the amount of the Customer's IFC Charges included on the statement.

SUPPLIER TERMS AND CONDITIONS

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- (3) The RES or other entity shall enter into a contract with Company establishing the requirements for remittance to Company of the IFC Charges included in Company's statements as provided in subsections (1) and (2) of this section. The contract shall conform to the requirements set forth in Appendix A of these Terms and Conditions.
- (4) If a dispute arises between Company and a RES or other entity subject to this section concerning billing and collection for services provided by Company, the RES or other entity shall pay the undisputed portion of its collections over to Company, and pay the disputed amounts to Company pending resolution of the matter.

If and to the extent the RES or other entity is successful in the dispute (whether in a negotiated resolution or a Commission decision), Company shall pay the RES or other entity, interest on the portion of the disputed amount returned by Company. If the dispute cannot be resolved informally, then Company and the RES or other entity will jointly file a complaint with the Commission to avoid either bearing the burden of proof alone.

- (5) Revisions to this section or to Appendix A of these Supplier Terms and Conditions filed by Company and approved, or allowed into effect, by the Commission will be deemed incorporated into the contract upon the Commission approving the revisions or allowing them into effect.

E. Form of Bill

For RES choosing the SBO, the format of the single bill must conform with the Public Utilities Act ("Act"), i.e., Section 16-118(b), 220 ILCS, 5/16-118(b), and the applicable Commission rules. The RES shall include in the bill any bill insert required by the Illinois Commerce Commission or other regulatory body and provided to the RES by the Company. The Company will credit the RES an amount equal to the additional costs actually incurred by the RES to perform mailing of such required bill inserts.

SUPPLIER TERMS AND CONDITIONS

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For RES choosing the UCB/POR Program, the Company shall issue a bill for the monthly billing period for each Retail Customer with respect to which the Company is purchasing the RES' receivables for electric power and energy supply service that includes the necessary applicable electric power and energy supply service charges, electric power and energy usage data, resultant billing amounts, identification of the RES and other agreed upon billing information transmitted by the RES. Each such bill will include all information pertaining to supply service as required by 83 Illinois Administrative Code 410.210.

F. Payment Due Date

- (1) RES Acting As Payment Agent For Customers - A RES acting as a SBO Agent for Customers is required to forward to Company any payments received from its Customers for Company provided service. The due date shown on the bill shall not be less than 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the RES. The Customer retains ultimate financial responsibility to Company for the Delivery Services bill. Additionally, the RES shall be subject to the applicable terms and conditions of these Supplier Terms and Conditions.

The Company shall treat any act or failure to make payment of any bill on the part of the RES acting as an SBO Agent as an act or failure of its Customer. The Company may enforce the terms of this Schedule against the Customer for any act or failure of the RES as if the act or failure had been that of the Customer. A failure on the part of the RES to transmit payments properly made by the Customer to the RES shall not relieve the Customer of its obligation to pay for service provided by Company under this Schedule. The RES shall not take any action that shall compromise the Company's rights to proceed against the Customer under this Schedule for the Customer's failure or the RES's failure to comply.

- (2) RES Acting As Payment Guarantor For Customers - A RES acting as the financially responsible party ("SBO Guarantor") for bills rendered by Company shall be subject to the applicable terms and conditions of these Supplier Terms and Conditions. The RES must provide remittance of the total amount due to Company by the due date shown on the bill which shall not be less than 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the RES.

SUPPLIER TERMS AND CONDITIONS

- (3) UCB/POR Program – The Company will remit payments for undisputed charges due to the RES for electric power and energy supply service provided by the RES to Retail Customers with respect to which the Company purchased accounts receivables. The Company shall provide remittance of the amount due to the RES no later than 1 day following the customer's bill due date, which is currently 22 days for Residential Customers and 15 days for Non-Residential Customers from the date the Company sends the bill to the Customer. The Company is not obligated to make payments for purchased receivables associated with charges billed to a Retail Customer for the RES's electric power and energy supply services that are disputed by such Retail Customer. Charges billed by the Company to a Retail Customer for the RES's electric power and energy supply service are deemed to be disputed if such Retail Customer contacts the Company and claims that such charges are not correct. A Retail Customer's claim that it is not able to pay amounts due for the RES's electric power and energy supply service does not constitute Disputed Charges with respect to the Company's obligation to pay for purchased receivables. In the event that a Retail Customer sends payment to the RES for electric power and energy supply service with respect to which the Company purchased the accounts receivable, the RES will forward such payment to the Company within one day.

G. Form of Payment

All remittance of payment due the Company under the SBO shall be made via electronic funds transfer, in the form agreed by Company and the RES in the Single Billing Option Agreement and specified in the RES Handbook. For RES acting as an SBO Agent or an SBO Guarantor, the remittance shall be accompanied by sufficient account detail to allow the Company to apply payments or partial payments to the appropriate Customer accounts and line items, such form to be specified in the Single Billing Option Agreement. All remittance of payment due to a RES under the UCB/POR Program shall be made via electronic funds transfer, in the form agreed by the Company and the RES in the UCB/POR Billing Service Agreement. Payment remitted by electronic means shall be considered received as of the date the funds are electronically deposited to the Company's account.

SUPPLIER TERMS AND CONDITIONS

H. Metering Services Providers

MSPs shall be responsible for the collection of all charges associated with providing Metering Services to Customers who elect this option. Additionally, where the Company provides any services to the MSP, charges will be billed directly to the MSP. Payment of these charges shall be subject to Payment Due Date provisions listed above.

8. ELECTRONIC DATA INTERCHANGE

Suppliers must enter into an EDI Trading Partner Agreement with the Company and successfully complete testing of EDI capabilities before Company will accept EDI transactions.

A Retail Electric Supplier must demonstrate through EDI over the Internet testing, the ability to electronically transmit enrollment DASRs and drop DASRs to the Company, the ability to electronically receive metering data from the Company, and the ability to electronically send and receive any other applicable information transactions to and from the Company.

9. LOAD PROFILING

A load profile illustrates the hourly electricity usage over a given period of time for a group of Customers sharing common characteristics. The Company produces settlement load profiles for Customers without interval metering.

Settlement load profiles are generated using a dynamic load profiling method that uses statistical models of static load research data. Such models may be used by the RES to forecast loads for scheduling purposes. Specific use of load profiles is described in the RES Handbook.

Settlement load profiles are available via the Company's website, www.ameren.com.

10. TECHNICAL AND OPERATIONAL REQUIREMENTS

The Technical and Operational Requirements associated with Suppliers are in the RES and MSP Handbooks.

SUPPLIER TERMS AND CONDITIONS

11. SWITCHING

This Section governs (i) how a Supplier registered with Company enrolls Customers for, and terminates Customers from, RES supplied power and energy or Metering Services; and (ii) how a Customer qualified with Company as a CSM must initiate and terminate power and energy service.

A. Letter of Agency

Supplier is required to obtain a signed Letter of Agency (LOA) from each Customer it intends to serve. Information contained on the LOA should be sufficient to ensure that the Customer wishes to change from one service provider to another and must contain the following additional information.

- (1) Signature of the Customer;
- (2) Date of the agreement;
- (3) Customer of record;
- (4) Service address;
- (5) Mailing address;
- (6) Daytime and evening telephone numbers;
- (7) Account number of the delivery services company;
- (8) Meter number; and
- (9) Name of delivery services company.

The following information should be disclosed in the terms and conditions of the LOA:

- (1) The rate charged by the Supplier and the statement that the rate is for the supply and/or metering of energy, not delivery services;
- (2) Customer signature on the LOA authorizing the Supplier to receive historical and on-going usage data from Company;
- (3) Unless otherwise agreed, all electric service associated with this account number will be enrolled;
- (4) The charge assessed by the Supplier for switching suppliers; and
- (5) Additional charges that may apply (e.g., Company switching fees).

SUPPLIER TERMS AND CONDITIONS

As an alternative to obtaining a written LOA, the RES may obtain the LOA in an electronic format consistent with the same requirements listed in the preceding sections above (LOA), or the RES may obtain proper third party verification of an oral authorization to change electric service providers. The third party authorization must meet all requirements as set forth in 515 ILCS 505/2EE(b).

B. RES and MSP Enrollment Procedures

A RES shall initiate an enrollment by submitting a valid enrollment DASR to the Company to be effective as agreed in the LOA.

- (1) For Mass Market accounts, the RES must submit one enrollment DASR per account number. The enrollment DASR must include a valid account number. All usage associated with the account will become pending to be enrolled upon validation of the enrollment DASR and assignment of the enrollment effective date.

For non-Mass Market accounts, the RES may either submit one enrollment DASR per account number or one enrollment DASR per service point. For an account-level enrollment, the enrollment DASR must include a valid account number. For a service point-level enrollment, the enrollment DASR must include a valid account number and a valid service point number associated with the account. All usage associated with the account or service point will become pending to be enrolled upon validation of the enrollment DASR and assignment of the enrollment effective date.

If a RES wishes to only supply a portion of an account's load through Partial Requirements Supply Service, then the RES must still submit an enrollment DASR for the account. In addition, the RES must notify Company in writing of its intent to serve a portion of an account's load. This communication must be received by Company concurrently or before the enrollment DASR submission.

MSPs must serve all meters on an account.

SUPPLIER TERMS AND CONDITIONS

- (2) Only one RES shall provide service to any Mass Market account. A non-Mass Market account with multiple electric service points may have multiple RESs that each supplies one or more of the electric service points.

For both Mass Market and non-Mass Market accounts, the Customer may elect to serve a portion of its account's load with Partial Requirements Supply Service. A Customer may also manage its own power resources as a CSM.

- (3) A Customer's Supplier must enroll an account or service point by submitting a completed enrollment DASR, via EDI, to the Company.

For a Mass Market account, an on-cycle enrollment must take place on a scheduled meter reading date for the account. The scheduled meter reading date must be at least two business days plus the number of days allowed for a Customer rescission from the date that the enrollment DASR is processed by the Company. In addition, if a particular scheduled meter reading date is requested in the on-cycle enrollment DASR, such date may not be more than 45 calendar days from the date that the enrollment DASR is processed by the Company.

For a non-Mass Market account or service point, an on-cycle enrollment must take place on a scheduled meter reading date for the account. The scheduled meter reading date must be at least seven calendar days from the date that the enrollment DASR is processed by the Company. In addition, if a particular scheduled meter reading date is requested in the on-cycle enrollment DASR, such date may not be more than 45 calendar days from the date that the enrollment DASR is processed by the Company.

For both Mass Market accounts and non-Mass Market accounts, if no date is specified as an enrollment effective date in the on-cycle enrollment DASR, then the enrollment effective date will default to the next valid scheduled meter reading date. If an enrollment effective date other than a scheduled meter reading date is specified in an on-cycle enrollment DASR, and such date is between the minimum number of days (per the rules outlined in this tariff) and 45 calendar days from the date that the on-cycle enrollment DASR is processed by the Company, then the enrollment effective date will default to the next scheduled

SUPPLIER TERMS AND CONDITIONS

meter reading date after the requested enrollment effective date even if such scheduled meter reading date is more than 45 calendar days after the date that the Company processes the on-cycle enrollment DASR. An on-cycle enrollment DASR submitted less than the minimum number of days (per the rules outlined in this tariff) prior to the next scheduled meter reading date will default to the following scheduled meter reading date.

If the Company is providing Metering Service, the Company shall permit a RES to request an off-cycle enrollment (i.e. for a date other than an account's scheduled meter reading date) for a non-Mass Market account. To initiate an off-cycle enrollment, the RES shall submit an off-cycle enrollment DASR that indicates the requested enrollment effective date. The Customer will be charged for each off-cycle enrollment at the rate specified in the Miscellaneous Fees and Charges tariff.

Off-cycle enrollments shall only be honored for non-Mass Market accounts or service points. An off-cycle enrollment will become effective on the requested enrollment effective date specified by the RES, provided that the requested enrollment effective date is at least seven calendar days but no more than 45 calendar days from the date that the enrollment DASR is processed by the Company. If no enrollment effective date is specified in an off-cycle enrollment DASR, then the enrollment will become effective on the next business day that is at least seven calendar days from the date that the enrollment DASR is processed by the Company. An off-cycle enrollment DASR submitted less than seven calendar days prior to the requested enrollment effective date will default to the next business day that is at least seven calendar days from the date that the enrollment DASR is processed by the Company.

If an off-cycle enrollment is requested for a Mass Market account, then the enrollment DASR will default to an on-cycle enrollment. In this scenario, the enrollment effective date will default to the next valid scheduled meter reading date after the requested off-cycle enrollment effective date even if such scheduled meter reading date is more than 45 calendar days after the date that the Company processes the on-cycle enrollment DASR.

SUPPLIER TERMS AND CONDITIONS

Enrollments shall be effectuated as follows:

An on-cycle enrollment of a scalar-metered service point shall be effectuated when the service point's meter data is collected – which will occur within the four business days that comprise the account's billing window. The actual time of the enrollment could be anytime during the day that the meter data is collected. An on-cycle enrollment may occur on a non business day if the non-business day falls within the billing window.

An on-cycle enrollment of an interval-metered service point shall be effectuated when the service point's meter data is collected – which will occur within the four business days that comprise the account's billing window. The actual time of the enrollment could be anytime during the day that the meter data is collected. An on-cycle enrollment may occur on a non-business day if the non-business day falls within the billing window.

An off-cycle enrollment of a scalar-metered service point shall be effectuated as of the very end of the day (i.e. 23:59:59) of the date requested. An actual meter reading on the off-cycle enrollment effective date is not taken. Instead, for the first billing period that includes the date of the off-cycle enrollment, usage is prorated for the time between when the enrollment is effectuated and the date on which the meter is actually read.

An off-cycle enrollment of an interval-metered service point shall be effectuated as of the very end of the day (i.e. 23:59:59) of the date requested.

- (4) Company will reply to the RES with an EDI functional acknowledgement as a notice of receipt of the enrollment DASR.

SUPPLIER TERMS AND CONDITIONS

- (5) After receiving the enrollment DSR, the Company shall send an EDI response to the RES.

If the enrollment is valid and is on-cycle, then the enrollment effective date communicated in the EDI response will be either the requested scheduled meter reading date (if such a date is specified in the enrollment DSR) or the next valid scheduled meter reading date (if a scheduled meter reading date is not specified in the enrollment DSR). This date should be interpreted as a placeholder by the RES, as the actual enrollment effective date may occur anytime within the four business day billing window.

If the enrollment is valid and is off-cycle, then the enrollment effective date communicated in the EDI response will be the actual enrollment effective date.

- (6) If Customer is enrolling to a RES, Company will notify the Customer in writing of the scheduled enrollment and the name of the RES that will be providing power and energy services. If the Customer objects to the pending enrollment, then the Customer may request a rescission of the pending enrollment.
For a Mass Market account, the rescission request must be made by the Customer to the Company within ten calendar days of the Company's processing of the enrollment DSR. If the tenth calendar day falls on a non-business day, then the rescission period shall be extended through the next business day.

For a non-Mass Market account, the rescission request must be made by the Customer to the Company at least two business days prior to the account's scheduled meter reading date (for an on-cycle enrollment) or requested enrollment effective date (for an off-cycle enrollment).

- (7) If the Customer is currently receiving power and energy from a RES and the Customer enrolls to a new RES, then the Company will notify the current RES of the account's drop effective date.

SUPPLIER TERMS AND CONDITIONS

- (8) If an enrollment DASR or drop DASR is rejected, notice of rejection will be sent to the Supplier along with a reason code. Reasons for rejecting an enrollment DASR or drop DASR include the following.
- (a) Required information missing;
 - (b) Account not found;
 - (c) Account not eligible;
 - (d) Requested enrollment or drop effective date is more than 45 days from the date the DASR was processed;
 - (e) Not first in – Account already has a pending enrollment;
 - (f) Customer's account was terminated;
 - (g) Account exists but is not active;
 - (h) Duplicate request received;
 - (i) RES not certified to provide the requested service;
 - (j) Cannot identify RES' DUNS or DUNS+4;
 - (k) Account does not qualify for requested billing option;
 - (l) RES not authorized to utilize requested billing option;
 - (m) Invalid Commercial Pricing Node (CPNode) requested.
- (9) For both Mass Market and non-Mass Market accounts, a RES may rescind a pending enrollment and it shall be rescinded via EDI. The EDI transaction must be received from the RES and processed by the Company at least two business days prior to the scheduled meter reading date (for an on-cycle enrollment) or the requested enrollment effective date (for an off-cycle enrollment).
- (10) The Company shall accept and process the first valid enrollment DASR that it receives for an account or service point for a particular enrollment effective date. The Company shall reject any subsequent conflicting enrollment DASR it receives for the same enrollment effective date. The Company shall reject such subsequent enrollment DASR or DASRs without notifying the Customer.

SUPPLIER TERMS AND CONDITIONS

- (11) An eligible Customer may switch its MSP. The new MSP shall make the switch on behalf of the Customer by the submittal of a DASR to the Company. The MSP shall submit the DASR as required in this Tariff. All DASRs must be in EDI format. The switch shall not be made in any other manner than through a DASR submitted by the MSP. The Company shall rely on the representation made by the MSP on the DASR that the Customer has selected the MSP as its new Supplier of Metering Services.
- (12) Meters may only be exchanged in a period beginning five business days after the scheduled meter reading date and ending five business days prior to the next scheduled meter reading date. Exchanges involving interval-recording meters must be scheduled with the Company. An MSP shall initiate a DASR and submit it to be effective on the scheduled meter exchange date, but in no event, any earlier than the date that was agreed to with the Customer in the LOA. The Company shall, in response to the DASR, make the DASR effective on the scheduled meter exchange date if the DASR is submitted as required in this Tariff. A DASR may be submitted any time between seven calendar days prior to the scheduled meter exchange date and 45 calendar days prior to the requested effective date. A DASR submitted more than 45 calendar days prior to the requested effective date shall be rejected. A DASR submitted less than seven calendar days prior to the scheduled meter exchange date shall be rejected unless special arrangements are made with Company. Where appointments with Company metering personnel are required for the exchange, Company will endeavor to complete the meter exchange on the requested date. In the event of a meter installation or other work backlog, Company will provide notice of the meter service backlog or the next available meter exchange date. A DASR that does not specify an effective date shall be rejected. A switch of Metering Services shall always be effective upon meter exchange.
- (13) Delivery Services shall be priced and made available to all Customers on a nondiscriminatory basis regardless of whether the Customer chooses the Company, an affiliate of the Company, or another entity as its Supplier of electric power and energy and/or Metering Services, in accordance with applicable Commission Rules.

SUPPLIER TERMS AND CONDITIONS

- (14) The Company shall permit a Customer moving to a Delivery Point in its Service Area to select its Supplier as of the effective date of its initial service. The Customer's Supplier must submit an enrollment DASR to the Company in order to provide electric power and energy service and/or Metering Services at least three business days prior to the effective date of the initial service. Otherwise, the Customer shall receive power and energy from the Company under applicable tariffs. If Company has not created a Customer account in time for an enrollment DASR to be submitted, then the Supplier may submit an enrollment DASR for up to three business days after the Company's creation of the account. If Company receives an enrollment DASR for the account within these three business days and the Supplier has notified the Company in writing of its intent to enroll the account as of the account activation date, then the Company will agree to backdate the enrollment effective date to the account activation date.

C. RES and MSP Drop Procedures

A RES may terminate service to a Mass Market account by submitting an account level drop DASR to the Company. Both a service point level drop DASR and an account level drop DASR will be accepted by the Company for a non-Mass Market account. Company must receive and process the drop DASR at least seven calendar days but not more than 45 calendar days before the requested termination date.

If the drop is on-cycle and a scheduled meter reading date is specified in the drop DASR that is at least seven calendar days but no more than 45 calendar days from the date that the Company processes the drop DASR, then the drop effective date communicated in the EDI response to the RES will be the requested scheduled meter reading date. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

SUPPLIER TERMS AND CONDITIONS

If the drop is on-cycle and an effective date other than a scheduled meter reading date is specified in the on-cycle drop DADR, and such date is between seven calendar days and 45 calendar days from the date that the on-cycle drop DADR is processed by the Company, then the drop effective date communicated in the EDI response to the RES will be the next scheduled meter reading date even if such date is more than 45 calendar days after the date that the Company processes the on-cycle drop DADR. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

If the drop is on-cycle and no date is specified in the drop DADR, then the drop effective date communicated in the EDI response to the RES will be the next scheduled meter reading date that is at least seven calendar days from the date in which the drop DADR is processed by the Company. This date should be interpreted as a placeholder by the RES, as the actual drop effective date may occur anytime within the four business day billing window.

If the drop is off-cycle and a drop effective date is specified in the off-cycle drop DADR that is at least seven calendar days but no more than 45 calendar days from the date that the Company processes the off-cycle drop DADR, then the drop effective date communicated in the EDI response to the RES will be the actual drop effective date.

If the drop is off-cycle and no effective date is specified in the off-cycle drop DADR, then the drop effective date communicated in the EDI response to the RES will be the next business day that is at least seven calendar days from the date that the Company processes the off-cycle drop DADR.

An off-cycle drop DADR will only be accepted for a non-Mass Market account or service point. If an off-cycle drop is submitted for a Mass Market account, then the drop request will be processed, but the drop effective date will default to the next scheduled meter reading date (after the requested off-cycle drop date) even if such date is more than 45 calendar days after the date that the Company processes the off-cycle drop DADR.

SUPPLIER TERMS AND CONDITIONS

If Company determines that the drop DASR contains all the required information, Company will notify the Customer in writing of the scheduled termination date.

For both Mass Market and non-Mass Market accounts, a RES may rescind their pending drop and it shall be rescinded via EDI. The EDI transaction must be received from the RES and processed by the Company at least two business days prior to the scheduled meter reading date (for an on-cycle drop) or the requested enrollment effective date (for an off-cycle drop).

A Customer may terminate service from a RES by contacting the Company's call center. A drop request from a Customer must be received and processed by the Company at least seven but no more than 45 calendar days before the requested termination date. A Mass Market account may only be dropped on-cycle.

An MSP may terminate its provision of Metering Services on behalf of its Customer by the submittal of a drop DASR. The termination shall become effective on the next available meter exchange date as established by the Company. If an MSP terminates service to an account and the account has no alternative source of Metering Services, the Company shall provide Metering Services to the account pursuant to this Schedule. A Customer may decide to terminate and shutoff all electric services to an account receiving Metering Services from an MSP. When a Customer terminates electric service for an eligible account, the MSP shall remove the meter, secure the location, and report all data. A Customer account receiving Metering Services from an MSP may have its electric services terminated by the Company for non-payment of utility services. Company will immediately notify the MSP of the termination date. The Company will disconnect service, secure the location, and report the visual meter data. The MSP will remain as the provider of Metering Services unless it submits a drop DASR. If the Customer's account is not reconnected and is closed by the Company, the MSP will be notified by the Company. Only the Company may reconnect service once an account has been closed for non-payment.

SUPPLIER TERMS AND CONDITIONS

D. Termination of Service to a RES or MSP

Service to a Supplier under this Schedule may be terminated if the Supplier does not comply with the provisions of applicable rates, riders, and the Company's Terms and Conditions or fails to pay any charges due to the Company; or if service under the Transmission Provider's FERC-approved tariffs related to Transmission Service is terminated. Service to a Supplier may also be terminated if the supplier's Certificate of Service Authority is revoked by the Commission.

12. DISPUTE RESOLUTION

The Company shall give its Suppliers under these Terms and Conditions an opportunity to voluntarily address disputes in a manner described in Commission rules.

13. MISCELLANEOUS GENERAL PROVISIONS

A. Headings

The headings in this Tariff are for convenience only and shall not be construed to be a part of, or otherwise to affect, this tariff.

B. Confidential Data – Non-disclosure

- (1) The Company may not disclose any confidential information required to be submitted to it by the Supplier under this Schedule without the prior written consent of the Supplier. As used herein, the term "confidential information" shall include, but not be limited to, all business, financial and commercial information pertaining to the Supplier, its Customers, its suppliers, its personnel, any trade secrets or other similar information that is marked proprietary or confidential with the Supplier's name. "Confidential information" shall not include information known to the Company prior to obtaining the same from the Supplier, information in the public domain, or information obtained by the Company from a third party. The Company shall use the same standard of care that it uses to preserve its own confidential information.

SUPPLIER TERMS AND CONDITIONS

- (2) Notwithstanding the above paragraph, confidential information may be disclosed to any governmental, judicial or regulatory authority requiring such confidential information pursuant to any applicable law, regulation, ruling or order, provided that prior to such disclosure the Supplier is given prompt notice of the disclosure requirement so that it can take whatever action it deems appropriate to protect the confidentiality of the information. The Company shall cooperate with the Supplier to obtain disclosure of the confidential information so that it will receive confidential treatment by such governmental, judicial or regulatory authority.

C. Commission Jurisdiction

The Commission shall have jurisdiction in accordance with the provisions of Article X of the Act to entertain and dispose of any complaint against any Supplier alleging (1) that the Supplier has violated or is in nonconformance with any applicable provisions of Section 16-115 through Section 16-115A; (2) that the Supplier has violated or is in nonconformance with this Supplier Terms and Conditions or any of its agreements relating to Electric Service; or (3) that the Supplier has violated or failed to comply with the requirements of Sections 8-201 through 8-207, 8-301, 8-505, or 8-507 of the Act as made applicable to Supplier.

D. Liability

The Company will use reasonable diligence in furnishing uninterrupted and regular Electric Service, but will in no case be liable for interruptions, deficiencies or imperfections of said service, except to the extent of a pro rata reduction of the monthly charges.

SUPPLIER TERMS AND CONDITIONS

The Company does not guarantee uninterrupted service and shall not be liable for any damages, direct or otherwise, which the Customer may sustain by reason of any failure or interruption of service, increase or decrease in energy voltage or change in character of energy, whether caused by accidents, repairs or other causes except when caused by gross negligence on its part; however, in no event shall the Company be liable for any loss by Customer of production, revenues or profits or for any consequential damages whatsoever on account of any failure or interruption of service or increase or decrease in energy voltage or change in character of energy; nor shall the Company be liable for damages that may be incurred by the use of electrical appliances or the presence of the Company's property on the Customer's Premises. Company is not responsible for or liable damage to Customer's motor or any other equipment or property caused by conditions not due to negligence of Company. Customer is required to provide suitable protection so that a motor and other equipment or property to which it is connected will be protected in case of overload, loss of voltage, low voltage, loss of phase (single phase or three phase motors), and re-establishment of normal service after any of the above conditions. The Company shall not be responsible or liable for any losses suffered due to the termination of service. The Company shall not be responsible or liable for the failure of any other party to perform. Further, the Company is not liable to the Customer for any damages resulting from any acts, omissions, or representations made by the Customer's agent or other parties in connection with soliciting the Customer for third party supply or Delivery Service or performing any of the agent's functions in rendering third party supply or Delivery Service. In no event shall a Customer's agent be considered an agent on behalf of the Company.

The Company shall not be responsible nor liable for electric energy from and after the point at which it first passes to the wires or other equipment owned or controlled by the Customer, and Customer shall protect and save harmless Company from all claims for injury or damage to Persons or property occurring beyond said point, except where injury or damage shall be shown to have been occasioned solely by the negligence of the Company. The Customer will be held responsible and liable for all electrical energy used on the Premises until notice of termination of service is received by the Company and Company or MSP shall have taken the final meter readings.

SUPPLIER TERMS AND CONDITIONS

The Company will not be responsible for damages for any failure, interruption or reversal of the supply of electrical energy, increase or decrease in energy voltage, or change in character of energy from three phase to single phase, except when caused by fault on its part.

The Company is not liable for any damages caused by the Company's conduct in compliance with or as permitted by the Company's Rates for Electric Service or other agreements, or any other applicable rule, regulation, order or tariff.

E. Supplier Indemnification of Company

The Supplier shall indemnify, defend and hold Company harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any Person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Supplier's delivery or non-delivery of power and energy/and or Metering Services to its Customers, including but not limited to any such claims and actions relating to the Company's disconnection of service for the Supplier's failure to deliver energy services.

F. Release of Customer Information to RES

(1) Customer Specific Information.

A Customer or a RES may request Customer specific information that includes energy usage for the last 24 billing periods. The Company will provide the usage history upon receipt of a valid request for such information. Requests can be made via EDI, by contacting the Company call centers or on the Company's web site, www.ameren.com. The preferred method for requesting Customer specific information is via www.ameren.com.

SUPPLIER TERMS AND CONDITIONS

(2) Ongoing Usage Information.

For each billing month that a Customer is enrolled with a RES, the Company will provide to the RES the monthly usage data for each Customer account. In the event that the Customer has designated an MSP for its metering services, the Company shall provide the monthly usage data after the Company has received such data from the MSP. The Company will send monthly consumption data and interval data via EDI or e-mail.

(3) Customer Specific Billing Information.

The Company will not release to the Supplier billed amounts in dollars or credit or payment history, except as noted below, where specific written authorization to release this information has been received from the Customer and presented to the Company. A Supplier, who has a signed authorization from the Customer and is acting as an authorized agent of the Customer, may request Customer specific billing and usage information. A signed standard LOA is not sufficient authorization for release of this billing and usage information. After the request has been validated, a historical billing and usage report will be provided to the Customer's billing address or to the address specified by the agent. Interval data will be sent via e-mail.

(4) No Release of Information.

No Supplier or other Person who has obtained Customer information provided by the Company shall release Customer information to any Person other than the Customer, except as provided in Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH).

SUPPLIER TERMS AND CONDITIONS

(5) Customer Information Center.

The Company will maintain and make available to Customers a list of Suppliers that have been certified by the Illinois Commerce Commission and registered with the Company. The Company will maintain a Customer call center where Customers can reach a representative and receive current information. The Company will periodically notify Customers on how to reach the call center.

A list of Suppliers certified by the Illinois Commerce Commission and registered with the Company will also be maintained on the Company's website, www.ameren.com.

(6) Meter Attribute Information.

With specific Customer approval, the Company will provide certain information on the Customer's Company-owned meter(s) to certified MSPs. Such information will include the number of meter(s), voltage and other pertinent information.

(7) Nondiscriminatory Provision of Information.

In providing information to the Customer and the Supplier, the Company shall comply with the Illinois Commerce Commission's Order in Docket Nos. 98-0147 & 0148.

SUPPLIER TERMS AND CONDITIONS
APPENDIX A
RIDER IFC REQUIREMENTS FOR SBO REMITTANCE

1. Applicability

This Appendix applies to a RES or any other entity required to enter into a contract with Company under the provisions of section 7D of these Supplier Terms and Conditions. In addition to requirements set forth in the above mentioned section, the contract will conform to the following requirements.

2. Remittance Options

- (a) A RES or other entity must remit IFC Payments to Company within seven days of receipt of each IFC Payment from a Customer. However, if a RES or other entity is otherwise required to remit payments to Company more frequently than within seven days of receipt of payment from Customer, then the RES or other entity must remit IFC Payments to Company at the same time as the other payments.
- (b) If elected by a RES or other entity by written notice to Company (which election, when given, shall remain in effect for the following 12 months, and thereafter until rescinded by the RES or other entity), the RES or other entity shall remit to Company the amount of IFC Charges shown on the statements within fifteen days after receipt of any such statement from Company, regardless of whether the RES or other entity has collected such IFC Charges from the Customer.
 - (1) If the RES or other entity electing this option does not have an unsecured debt rating of BBB - or better, the RES shall, as a condition to exercising this option, place a security deposit with Company equal to one month's estimated IFC Charges to the Customers with respect to which the RES or other entity is receiving bills for Company's charges.
 - (i) The amount of the security deposit shall be determined based on the estimated monthly kWh usage of the Customers to which the RES or other entity is billing Company's charges, and the IFC Charge per kWh applicable to each Customer pursuant to Company's Rider IFC.

SUPPLIER TERMS AND CONDITIONS
APPENDIX A
RIDER IFC REQUIREMENTS FOR SBO REMITTANCE

- (ii) The amount of such security deposit shall be reviewed by Company and, if necessary, revised on a periodic basis based on (A) the number of Customers with respect to which the RES or other entity is receiving bills for Company's charges, (B) changes in the estimated monthly kWh usage of such Customers, and (C) changes in the IFC Charge per kWh applicable to such Customers determined in accordance with Company's Rider IFC. For purposes of this paragraph (ii), "periodic basis" shall mean (X) monthly in the case of the RES or other entity receiving bills for Company's charges to Customers for which the expected monthly amount of IFC Charges is \$5,000,000 or more, and (Y) quarterly with respect to each other RES or other entity.
 - (iii) Company shall submit a statement of any revised security deposit along with supporting calculations to the RES or other entity. Any increase in the required security deposit shown by the statement, shall be paid by the RES or other entity to Company, and any decrease in the required security deposit shown by such statement shall be refunded by Company to the RES or other entity, within five Business Days following the date of such statement.
- (2) A RES or other entity electing this option shall notify Company of its current short-term and long-term unsecured debt ratings at least, (i) monthly, in the case of a RES or other entity receiving bills for Company's charges to Customers for which the expected monthly amount of IFC Charges is \$5,000,000 or more, and (ii) quarterly with respect to each other RES or other entity.

3. Notice to Customers

The contract between Company and the RES or other entity shall obligate the RES or other entity to deliver to the Customers with respect to which it is receiving bills for Company's charges, any notices to Customers provided by Company pertaining to IFC Charges, including, without limiting the foregoing, a notice to be sent at least once per year notifying Customers that IFC Charges are owned by Illinois Power Special Purpose Trust and not by Company.

SUPPLIER TERMS AND CONDITIONS
APPENDIX A
RIDER IFC REQUIREMENTS FOR SBO REMITTANCE

4. Failure to Remit By Due Date Constitutes Default

It shall constitute a default for a RES or other entity to fail to remit IFC Payments or IFC Charges to Company on or before the date remittance is due under one of the options in section 2. of this Appendix.

- (1) If such default is not cured within ten days following the date of the default, Company may provide written notice to the RES or other entity of Company's intent to begin to bill Customers previously billed by the RES or other entity because of the RES's or other entity's default in remitting IFC Payments when due. Company shall file a copy of any such notice with the Commission.
- (2) If Company receives no response from the RES or other entity initiating dispute resolution, or no payments, by the fifth day after the notice referred to in paragraph (1) is sent, Company shall have the right to resume billing directly to Customers the charges, including IFC Charges, which Company was previously submitting to the RES or other entity.
- (3) If Company receives a response unrelated to a dispute, or remittance of the IFC Charges or the IFC Payments from the RES or other entity, by the fifth day after the notice referred to in paragraph (1) is sent, the RES or other entity shall be presumed liable for the Commission-authorized rate of interest during the interval between the remittance due date under the remittance option that had been selected by the RES or other entity pursuant to section 2, and the date of actual payment to Company.
- (4) Resumption of direct billing to Customers by Company pursuant to paragraph (2) shall not limit the rights of Company, of Illinois Power Special Purpose Trust or of the holders of the instruments issued by Illinois Power Special Purpose Trust to which the IFC Charges relate, to recover, with interest, IFC Payments collected but not remitted by the RES or other entity.

SUPPLEMENTAL CUSTOMER CHARGES

*

PURPOSE

The Supplemental Customer Charges shall consist of the Renewable Energy Resources and Coal Technology Development Assistance Charge, Energy Assistance Charge and the UCB/POR Program Charge.

Pursuant to terms of Section 75, Article 6, and Section 85 of 305 ILCS 20/13 the Company shall impose monthly charges on Customers for Renewable Energy Resources and Coal Technology Development Assistance and Supplemental Low-Income Energy Assistance.

Pursuant to 16-118 of the Public Utilities Act 220 ILCS 5/16-118, the Company is directed to offer Utility Consolidated Billing (UCB) and Purchase of Receivables (POR) and authorized to recover uncollectible receivables as well as any prudently incurred costs incurred in providing UCB and POR services.

APPLICATION OF CHARGES

The total amount of Supplemental Customer Charges each month shall be added and combined with the stated Customer Charge for the applicable DS tariff and shown as a single charge on the monthly bill. The Supplemental Customer Charges shall be reflected once for each Customer account. For each Customer account for which there is no existing Customer Charge under the terms of the Customer's electric service tariff, a Customer Charge that includes the appropriate Supplemental Customer Charges will be shown on the Customer's monthly bill.

RENEWABLE ENERGY RESOURCES AND COAL TECHNOLOGY DEVELOPMENT ASSISTANCE CHARGE AND ENERGY ASSISTANCE CHARGE

The Renewable Energy Resources and Coal Technology Development Assistance Charge and Energy Assistance Charge shall be applicable to the following rate tariffs:

Residential – Rate DS-1
Non-Residential – Rate DS-2, DS-3 and DS-4
Lighting – Rate DS-5 (for stand alone account only)

SUPPLEMENTAL CUSTOMER CHARGES

The Renewable Energy Resources and Coal Technology Development Assistance Charge shall be assessed as follows:

- (1) \$0.05 per month on each account for residential electric service.
- (2) \$0.50 per month on each account for non-residential electric service taking less than ten megawatts of electric peak demand during the previous calendar year.
- (3) \$37.50 per month on each account for non-residential electric service taking ten megawatts or greater of electric peak demand during the previous calendar year.

The Energy Assistance Charge for the Supplemental Low-Income Energy Assistance Fund shall be assessed as follows:

- (1) \$0.40 per month on each account for residential electric service.
- (2) \$4.00 per month on each account for non-residential electric service which had less than ten megawatts of electric peak demand during the previous calendar year.
- (3) \$300.00 per month on each account for non-residential electric service which had ten megawatts or greater of electric peak demand during the previous calendar year.

*** UTILITY CONSOLIDATED BILLING / PURCHASE OF RECEIVABLES ("UCB/POR") PROGRAM CHARGE**

- * The UCB/POR Program Charge shall be applicable to Customers served under the following tariffs (Eligible Customers):

SUPPLEMENTAL CUSTOMER CHARGES

Residential – Rate DS-1;

Non-Residential – Rate DS-2, DS-3 (subject to the 400 kW limits of Rider BGS); and

Lighting – Rate DS-5 (for stand alone accounts only).

The UCB/POR Program Charge shall be assessed each Billing Period. The amount of the UCB/POR Program Charge shall be shown on an informational sheet supplemental to this tariff and filed with the ICC, prior to the initial Program Year. Such initial filing and subsequent informational filings shall not be filed later than 30 days prior to the effective date of the change in the UCB/POR Program Charge. An informational filing postmarked after that date but prior to the charge becoming effective will be accepted if it corrects an error or errors for a timely filed report. Any other informational filing postmarked after that date will be accepted only if submitted as a special permission request under the provision of Section 9-201 (a) of the Public Utilities Act 220 ILCS 5/9-201 (a). Any informational filings shall be accompanied by work papers showing the calculation of the UCB/POR Program Charge. Each UCB/POR Program Charge shall become effective as indicated on the informational filing and shall remain in effect until supplemented or canceled.

Definitions

The following definitions are only applicable to this section - Utility Consolidated Billing /Purchase of Receivables (UCB/POR) Program Charge, of this tariff. Other definitions relative to this tariff are contained in the Customer Terms and Conditions.

Actual Uncollected Receivables

Actual Uncollected Receivables for the UCB/POR Program shall be equal to the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased.

Ameren Illinois Utilities (AIU)

Ameren Illinois Utilities includes AmerenCILCO, AmerenCIPS, and AmerenIP.

SUPPLEMENTAL CUSTOMER CHARGES

Incremental Costs

Incremental Costs means costs incurred by or for the Company in association with the UCB/POR Program, to be recovered pursuant to this tariff and the Supplier Terms and Conditions, and include, but are not limited to: (a) fees, charges, billings or assessments related to the UCB/POR Program; (b) costs or expenses associated with equipment, devices, or services that are purchased, provided, installed, operated, maintained or monitored for the UCB/POR Program; and (c) all legal and consultant costs. Incremental Costs also includes incremental expenses for wages, salaries and benefits of Company employees, including direct and indirect incremental costs associated with such Company employees who are hired for positions specifically related to the UCB/POR Program and that were created after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act. Incremental Costs do not include any expenses for wages, salaries and benefits of Company employees, employed either before or after the effective date of Section 220 ILCS 5/16-118 of the Public Utilities Act, which are otherwise recovered pursuant to other approved tariffs.

Ongoing Administrative Costs

Ongoing Administrative Cost (OAdm) means Incremental Costs incurred by or for the Company in association with the UCB/POR Program and include, but are not limited to ongoing Incremental Cost to operate and administer the UCB/POR Program, specifically: (a) ongoing electronic data interchange(EDI) costs; (b) costs for obtaining Commission approvals and participation in regulatory proceedings associated with the UCB/POR Program; (c) tracking the recovery and reconciliation processes for UCB/POR Program costs, preparing audit reports with respect to the UCB/POR Program; and (d) staffing required to address questions from RES and others regarding the UCB/POR Program. Such Incremental Costs are not already included in base Delivery Service rates.

Program Year

The Program Year shall be the 12 month period beginning June 1 and ending May 31 of the subsequent year. The initial Program Year may begin after June 1, 2009.

SUPPLEMENTAL CUSTOMER CHARGES

Purchase of Receivables (POR)

A RES shall assign to the Company its rights to all amounts due from its Eligible Customers for the provision of electric power and energy service billed by the Company for a specific Billing Period. Such amounts due, or receivables, shall be sold to the Company at a discount.

Start-Up Costs

Start-Up Costs means Incremental Costs incurred by or for the Company in association with the UCB/POR Program to be recovered pursuant to the Determination of UCB/POR Program Charge section of this tariff. The Start-Up Costs for the UCB/POR Program shall be limited to Incremental Costs incurred after the date amending Section 220 ILCS 5/16-118 of the Public Utilities Act through December 31, 2010.

Utility Consolidated Billing (UCB)

A consolidated monthly bill rendered by the Company to Eligible Customers for both the Delivery Services provided by the Company and the electric power and energy service provided by the RES.

UCB/POR Discount Rate

The receivables for the electric power and energy service of RES shall be purchased by the Company at a discount rate calculated and filed pursuant to the ICC approved Supplier Terms and Conditions. The UCB/POR Discount Rate will be based on the AIU's historical uncollectible costs and any reasonable Start-Up Costs and administrative costs associated with the AIUs' UCB/POR Program.

UCB/POR Discount Rate Uncollectible Cost Component

The uncollectible component of the discount rate will be established pursuant to the Determination of UCB/POR Discount Rate section of the Supplier Terms and Conditions. The UCB/POR Discount Rate Uncollectible Cost Component will be based on the AIU's historical uncollectible costs.

SUPPLEMENTAL CUSTOMER CHARGES

Determination of UCB/POR Program Charge

The first UCB/POR Program Charge shall be determined for the initial rate period of June 2009 through May 2012. Subsequent to the initial rate period, the UCB/POR Program Charge will be determined annually for the UCB/POR Program Year of June through May of the subsequent year. The UCB/POR Program Charge will be equal for all Ameren Illinois Utilities (AIU) and shall be rounded to the nearest whole cent. The Company reserves the right to modify the UCB/POR Program Charge during the initial rate period, with leave of the Commission, in the event that circumstances experienced are materially different than expected. The UCB/POR Program Charge is calculated as follows:

$$\text{UCB/POR Program Charge} = (\text{USC} + \text{UR} + \text{OAR}) / \text{EC} / 12$$

Where:

USC = the UCB portion of the UCB/POR Program Start-Up Costs assigned to Eligible Customers plus adjustments.

UR = Uncollected Receivables recovery variance, either positive or negative.

OAR = Ongoing Administrative Cost recovery variance, either positive or negative.

EC = Number of Eligible Customers for the period that corresponds with the UCB/POR Program Charge calculation.

UCB portion of UCB/POR Program Start-Up Costs assigned to Eligible Customers (USC)

USC is calculated as follows:

$$\text{USC} = (\text{USR} \times \text{FCR}) \times 75\% + \text{ARA} + \text{ORA}$$

SUPPLEMENTAL CUSTOMER CHARGES

Where:

USR = the UCB related portion of UCB/POR Start-Up Costs include, but are not limited to: (a) initial programming changes to electronic data interchange (EDI) to implement the UCB/POR Program; (b) general billing system and related enhancements; (c) development of a UCB/POR billing model; and (d) development of information technology to implement the UCB/POR Program and customer service representative training. Such Incremental Costs are not already included in base Delivery Service rates.

The initial assignment of the UCB related portion of the UCB/POR Program Start-Up Cost shall be 25% to the RES recovered via the UCB/POR Discount Rate; and 75% to Eligible Customers recovered via Factor USC of the UCB/POR Program Charge. Ultimately, the final percentage amounts actually recovered from RES and Eligible Customers may differ.

FCR = The five year levelized annual Fixed Charge Rate shall equal 27.15%.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the UCB related portion of UCB/POR Start-Up Costs, plus interest, resulting from the following components:

- (i) the variance, either positive or negative, between the USC Factor charges actually recovered from Eligible Customers and the USC Factor cost projected to be recovered from Eligible Customers; and
- (ii) the variance, either positive or negative, between the UCB Start-Up Costs actually recovered through the UCB/POR Discount Rate and the UCB Start-Up Costs projected to be recovered through the UCB/POR Discount Rate.

SUPPLEMENTAL CUSTOMER CHARGES

The ARA Factor will be deemed to be zero for the initial rate period through May 2012.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

The First Reconciliation Period for the USC Factor will cover the period June 2009 through December 2011. Any variance, either positive or negative, for the First Reconciliation Period plus interest, shall be recovered or credited through Factor ARA to take effect for the June 2012 billing period. The Second Reconciliation Period for the USC Factor will cover calendar years 2012 and 2013. Any variance, either positive or negative, for the Second Reconciliation Period, plus interest, shall be recovered or credited through Factor ARA to take effect for the June 2014 billing period. Subsequent to the Second Reconciliation Period, reconciliation shall occur through Factor ARA.

In addition, at the end of the fifth Program Year, any variance, either positive or negative, between projected and actual recovery of POR Start-Up Cost, plus interest, shall be included in Factor ARA. The POR Start-Up Cost is included in the UCB/POR Discount Rate as shown in the Supplier Terms and Conditions tariff.

The USC portion of the UCB/POR Program Charges will be eliminated once USC cost is fully recovered.

Uncollected Receivables (UR)

The UR recovery variance can be either positive or negative and is calculated as follows:

$$UR = (AUR - APRR) + ARA + ORA$$

SUPPLEMENTAL CUSTOMER CHARGES

Where:

AUR = The Actual Uncollected Receivables for the UCB/POR Program shall be equal to the write-off amounts for the portion of final bills associated with the RES receivables after all reasonable and customary Customer collection processes have ceased.

APRR = The calculated amount for uncollectibles is based on the UCB/POR Discount Rate Uncollectibles Cost Component.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the UR component, plus interest, resulting from the application of the UR Factor.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

The cost for the UR Factor shall be zero for the initial rate period of June 2009 through May 2012. The initial calculation and application of the UR Factor will occur subsequent to the First Reconciliation Period (June 2009-December 2011) for the UCB/POR Uncollectible Discount Component of the UCB/POR Discount Rate, and applied to the UCB/POR Program Charge beginning in June 2012. The Second Reconciliation Period will cover calendar years 2012 and 2013. Any variance, either positive or negative, between the projected and actual cost recovery via the UR Charge, plus interest (ARA factor), shall take effect for the June 2014 billing period.

SUPPLEMENTAL CUSTOMER CHARGES

This method for reconciling the variance, through Factor UR shall continue annually thereafter and take effect in the subsequent June Billing Period. The interest shall be at the rate established by the ICC in accordance with 83 Illinois Administrative Code Section 280.70(e) (1).

Ongoing Administrative Cost (OAR)

The OAR recovery variance can be either positive or negative and is calculated as follows:

$$\text{OAR} = (\text{OACR} - \text{OACF}) + \text{ARA} + \text{ORA}$$

Where:

OACR = The amount of Ongoing Administrative Cost actually incurred by the Company.

OACF = The amount of Ongoing Administrative Cost actually recovered pursuant to the OAdm component of the UCB/POR Discount Rate, plus interest.

ARA = An Automatic Reconciliation Adjustment, in dollars is equal to the cumulative over/under-collection of the OAR component, plus interest, pursuant to the application of the OAR Factor.

ORA = An Ordered Reconciliation Adjustment, in dollars, is equal to an amount ordered by the ICC to be refunded or collected from Eligible Customers, plus interest as determined by the Commission in its order.

SUPPLEMENTAL CUSTOMER CHARGES

The cost for the OAR Factor shall be zero for the initial rate period of June 2009 through May 2012. The initial calculation and application of the OAR Factor will occur subsequent to the First Reconciliation Period (June 2009-December 2011) for the UCB/POR Ongoing Administrative Costs Component of the UCB/POR Discount Rate, and applied to the UCB/POR Program Charge beginning in June 2012. The Second Reconciliation Period will cover calendar years 2012 and 2013. Any variance, either positive or negative, between the OACR and the OACF, plus interest (ARA factor), shall be recovered or credited through Factor OAR to take effect for the June 2014 billing period. This method for reconciling the variance through Factor OAR shall continue annually thereafter and take effect in the subsequent June Billing Period.

Annual UCB/POR Program Charge Audit Report

Annually, subsequent to completion of a Program Year, the Company must conduct an internal audit of its costs and recoveries of such costs through the UCB/POR Program Charge. The internal audit shall include, but not be limited to, the following steps to determine: 1) if and to what extent costs recovered through this Program Charge are recovered through other approved tariffs; 2) whether the UCB/POR Program Charge is being properly billed to Customers; 3) whether the UCB/POR Program Charge revenues are recorded in the appropriate accounts; 4) whether the costs classified as Start-Up Costs are the appropriate costs to be recovered through the UCB/POR Program Charge, 5) whether the costs classified as ongoing administrative costs are the appropriate costs to be recovered through the UCB/POR Program Charge, and 6) whether there has been any change in the internal processes to collect the receivables associated with the UCB/POR Program that would overstate the balance to be collected through the UCB/POR Program Charge. The above list of determinations does not limit the scope of the audit.

SUPPLEMENTAL CUSTOMER CHARGES

The Company will prepare an annual report summarizing: 1) the operation of the reconciliation mechanisms for the previous year and 2) the results of the internal audit. Such report must be submitted to the ICC Staff in an informational filing, with copies of such report provided to the Manager of the Staff's Accounting Department and the Director of the Staff's Office of Retail Market Development by September 30, beginning in 2010. Such report must be verified by an officer of the Company.